

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE DISTRICT OF NEW MEXICO

UNITED STATES OF AMERICA,

Plaintiff,

vs.

CIVIL No. 12-639

TRESA A. LASLEY a/k/a
TERESA A. LASLEY,

Defendant.

C O M P L A I N T

The United States of America alleges and states as follows:

1. Plaintiff is the United States of America and this Court has jurisdiction over the subject matter of this action by virtue of 28 U.S.C. § 1345.

2. The Defendant, Tresa A. Lasley a/k/a Teresa A. Lasley (Defendant), is a resident of the State of New Mexico within the jurisdiction of this Court.

3. Because this is a Government Collection Action to recover monies owed to a governmental agency, this action should be excluded from Pretrial Case Management procedures as provided by D.N.M.LR-Civ.16.3(a).

COUNT ONE

4. On or about April 16, 1990, Defendant executed and delivered a Promissory Note in the amount of \$4,000.00. The terms of the note are fully set forth in Note 1, a copy of which is attached hereto as EXHIBIT 1. The Certification of Indebtedness is attached hereto as EXHIBIT 2.

5. The loan was re-insured by the Department of Education under the loan guaranty programs authorized under Title IV, Part B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682).

6. Pursuant to the terms of Note, Defendant agreed that each and every condition of the note would be performed. On or about March 30, 1999, Defendant defaulted on the note. The United States demanded payment according to the terms of the Note and credited \$46.75., from all sources, including Treasury Department Offsets, if any, to the outstanding balance owed on the loan. The United States is the owner and holder of said Note. Defendant has failed to pay said Note according to the terms thereof. Pursuant to the terms of the Note, the United States hereby declares the entire amount of indebtedness immediately due and payable.

7. There is due and owing to the United States from the Defendant the sum of \$9,413.76 consisting of \$5,309.46 principal, \$4,104.30 accrued interest as of February 07, 2012, plus interest accruing on the unpaid principal balance at the daily rate of \$0.50 from February 07, 2012, until date of judgment, together with interest at the legal rate from the date of judgment until said judgment is paid in full, U. S. District Court Clerk Docket Fees in the amount of \$350.00 as provided by 28 U.S.C. § 1914(a), plus costs of this action and such other and further relief as the Court may deem just and proper.

COUNT TWO

4. On or about July 01, 1996 and April 17, 1997, Defendant executed and delivered Promissory Notes in the amount of \$9,655.00. The terms of the note are fully set forth in Notes 2 and 3, a copy of which is attached hereto as EXHIBIT 3. The Certification of Indebtedness is attached hereto as EXHIBIT 4.

5. The loans were re-insured by the Department of Education under the loan guaranty programs authorized under Title IV, Part B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682).

6. Pursuant to the terms of Notes, Defendant agreed that each and every condition of the notes would be performed. On or about January 01, 1999, Defendant defaulted on the notes. The United States demanded payment according to the terms of the Notes and credited \$0.00, from all sources, including Treasury Department Offsets, if any, to the outstanding balance owed on the loans. The United States is the owner and holder of said Notes. Defendant has failed to pay said Notes according to the terms thereof. Pursuant to the terms of the Notes, the United States hereby declares the entire amount of indebtedness immediately due and payable.

7. There is due and owing to the United States from the Defendant the sum of \$19,536.68 consisting of \$11,853.83 principal, \$7,682.85 accrued interest as of February 07, 2012, plus interest accruing on the unpaid principal balance at the daily rate of \$1.03 from February 07, 2012, until date of judgment, together with interest at the legal rate from the date of judgment until said judgment is paid in full.

COUNT THREE

4. On or about February 23, 2004, Defendant executed and delivered a Promissory Note disbursed in the amount of \$29,104.96. The terms of the notes are fully set forth in Note 4, a copy of which is attached hereto as EXHIBIT 5. The Certification of Indebtedness is attached hereto as EXHIBIT 6.

5. The loan was made by the Department of Education under the loan guaranty programs authorized under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a *et seq.* (34 C.F.R. Part 685).

6. Pursuant to the terms of Notes, Defendant agreed that each and every condition of the notes would be performed. On or about June 11, 2005, Defendant defaulted on the notes. The United States demanded payment according to the terms of the Notes and credited \$203.25, from all sources, including Treasury Department Offsets, if any, to the outstanding balance owed on the loans. The United States is the owner and holder of said Notes. Defendant has failed to pay said Notes according to the terms thereof. Pursuant to the terms of the Notes, the United States hereby declares the entire amount of indebtedness immediately due and payable.

7. There is due and owing to the United States from the Defendant the sum of \$38,832.38 consisting of \$29,623.12 principal, \$9,209.26 accrued interest as of February 07, 2012, plus interest accruing on the unpaid principal balance at the daily rate of \$3.45 from February 07, 2012, until date of judgment, together with interest at

the legal rate from the date of judgment until said judgment is paid in full,

WHEREFORE, the United States of America prays:

That judgment be granted to Plaintiff, United States of America, against Tresa A. Lasley a/k/a Teresa A. Lasley, on Count One, in the amount of \$9,413.76 consisting of \$5,309.46 principal, \$4,104.30 accrued interest as of February 07, 2012, plus interest accruing on the unpaid principal balance at the daily rate of \$0.50 from February 07, 2012, until date of judgment, together with interest at the legal rate from the date of judgment until said judgment is paid in full; on Count Two, in the amount of \$19,536.68 consisting of \$11,853.83 principal, \$7,682.85 accrued interest as of February 07, 2012, plus interest accruing on the unpaid principal balance at the daily rate of \$1.03 from February 07, 2012, until date of judgment, together with interest at the legal rate from the date of judgment until said judgment is paid in full; and on Count Three, in the amount of \$38,832.38 consisting of \$29,623.12 principal, \$9,209.26 accrued interest as of February 07, 2012, plus interest accruing on the unpaid principal balance at the daily rate of \$3.45 from February 07, 2012, until date of judgment, together with interest at the legal rate from the date of judgment until said judgment is paid in full, U. S. District Court Clerk Docket Fees in the amount of \$350.00 as provided by 28 U.S.C. § 1914(a), plus costs of this action and such other and further relief as the Court may deem just and proper.

KENNETH J. GONZALES
United States Attorney

/s/

Electronically filed June 13, 2012

STEPHEN R. KOTZ
Assistant U. S. Attorney
Post Office Box 607
Albuquerque, New Mexico 87103
(505) 224-1414
(505) 346-6884 Facsimile

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